

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1974, SERIES 1

RECORDATION NO. 7478-A

Supplemental Agreement

MAR 17 1978 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of the 16th day of January, 1978,  
by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a  
corporation duly organized and existing under the laws of the  
State of New York (hereinafter called the "Trustee"), party of  
the first part, and BURLINGTON NORTHERN INC., a corporation  
duly organized and existing under the laws of the State of  
Delaware (hereinafter called the "Company"), party of the  
second part.

WHEREAS, by a certain Equipment Trust Agreement dated  
as of April 15, 1974 (hereinafter called the "Agreement"), exe-  
cuted by the Trustee and the Company, there was established  
"Burlington Northern Inc. Equipment Trust of 1974, Series 1;  
and

WHEREAS, by the Agreement, the Trustee did let and  
lease to the Company certain units of railroad equipment de-  
scribed in Schedule A to the Agreement (hereinafter called the  
"Trust Equipment") for a term of 15 years from and after April  
1974, upon the terms and conditions therein specified; and

WHEREAS, certain of the units included in the Trust  
Equipment so described have been destroyed and the Company  
pursuant to Section 4.07 of the Agreement, pending replacement  
of such destroyed Trust Equipment, has deposited, in cash, with  
the Trustee the fair value as of the date of destruction of the  
Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of the Agreement the Company now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, for replacement of said destroyed Trust Equipment four (4) 100-ton 4,600 cubic foot capacity covered hopper cars bearing Burlington Northern road Nos. 447560, 447561, 447562 and 447563 (hereinafter called the "Additional Equipment"),

NOW, THEREFORE, in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Trust Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the

Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

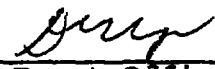
The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.


MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee

By

  
Trust Officer  
D. G. HOPE

(SEAL)

ATTEST:

  
Assistant Secretary  
F. H. A. GANSMAN

BURLINGTON NORTHERN INC.

By Frank H. Coyne  
Executive Vice President-  
Finance and Administration

(SEAL)

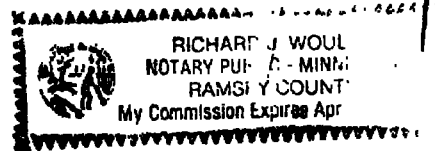
ATTEST: G. F. Hendrick  
Assistant Secretary

STATE OF MINNESOTA)  
                                  ) ss  
COUNTY OF RAMSEY )

On this 27 day of February, 1978, before me personally appeared Frank H. Coyne, to me personally known, who, being by me duly sworn says that he is an Executive Vice President-Finance and Administration of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Richard J. Woul*


(NOTARIAL SEAL)



STATE OF NEW YORK )  
 ) ss  
COUNTY OF NEW YORK)

On this 7<sup>th</sup> day of March, 1978, before  
me personally appeared D. G. HOPE, to me personally  
known, who being by me duly sworn, says that he is a TRUST  
OFFICER of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that  
the seal affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed  
and sealed on behalf of said corporation by authority of  
its Board of Directors, and he acknowledged that the execution  
of the foregoing instrument was the free act and deed of  
said corporation.

(SEAL)

  
MAUREEN McSHANE  
NOTARY PUBLIC, State of New York  
No. 24 4649500  
Qualified in Kings County  
Certificate Filed in N. Y. County  
Commission Expires March 30, 1979